

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 31330
Docket No. SG-31327
96-3-93-3-330

The Third Division consisted of the regular members and in addition Referee James E. Mason when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Consolidated Rail Corporation

STATEMENT OF CLAIM: "Claims on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Consolidated Rail Corporation (CONRAIL):

CASE No. 1

Claim on behalf of J.E. Moss, III, for payment of 3.5 hours at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly Appendix "P," when it did not utilize the established call list to assign overtime work on April 2, 1992, at Wyomissing Jct., Pennsylvania, and deprived the Claimant of the opportunity to perform the work. Carrier's File No. SG-469. General Chairman's File No. RM2314-26-682. BRS File Case No. 9135-CR.

CASE No. 2

Claim on behalf of J.E. Moss, III, for payment of three hours at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly Appendix "P," when it did not utilize the established call list to assign overtime work on April 8, 1992, and deprived the Claimant of the opportunity to perform the work. Carrier's File No. SG-470. General Chairman's File No. RM2313-26-682. BRS File Case NO. 9136-CR."

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

This dispute involves an application of the provisions of the parties' Appendix "P" which is an agreement established to provide a procedure for calling C&S Department employees for work outside of their regular working hours. On the two claim dates here in question, a Signal Maintainer was called in accordance with the terms of the Agreement to correct signal problems. After working on the problem for three and one-half hours on the first claim date and for four hours on the second claim date, the Signal Maintainer could not effect a correction of either problem. Thereupon, Carrier dispatched an Assistant Inspector to the trouble scenes and with his additional expertise the Signal Maintainer was able to complete the correction of the problems.

This claim alleges that a second Signal Maintainer should have been called from the Appendix "P" overtime list to assist the Signal Maintainer first called. The Organization alleged that the required overtime work accrued to the Signal Maintainers and therefore the use of the Assistant Inspector violated the provisions of Appendix "P" and the Classification of Work Rule.

Carrier is of the opinion that Appendix "P" was properly complied with by the initial calling of the Signal Maintainer who was first out on the overtime list. Carrier argues that when it became apparent that the signal trouble situation required more expertise than the Signal Maintainer apparently possessed, the dispatching of an Assistant Inspector was entirely proper and not in violation of any of the provisions of either Appendix "P" or the Classification of Work Rules.

The Board's review of Appendix "P" and the respective positions of the parties reveals that there is nothing either expressed or implied in Appendix "P" relative to who should be called from the overtime list after the proper person has been called and later finds that he cannot do the job. In these particular claim instances, it was Carrier's determination that greater expertise was needed on the job and that the sending of a second Signal Maintainer would have been no more effective in correcting the problem than was accomplished by the first Signal Maintainer.

The Board cannot find fault with that managerial determination. On these two claim dates, Carrier made a reasonable effort to comply with the calling procedures set forth in Appendix "P." Carrier cannot be faulted for getting a qualified employee to the trouble scene to cope with the situation after it became apparent that the Signal Maintainer was unable to correct the problem. The Organization has not shown by probative evidence or by convincing argument that any violation of Appendix "P" has occurred on either of these two claim dates. The claims are, therefore, denied.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 25th day of January 1996.